

AO 121 (6/90)

TO: Register of Copyrights Copyright Office Library of Congress Washington, D.C. 20559	REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT
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In compliance with the provisions of 17 U.S.C. 508, you are hereby advised that a court action or appeal has been filed on the following copyright(s):

<input type="checkbox"/> ACTION <input type="checkbox"/> APPEAL		COURT NAME AND LOCATION
DOCKET NO.	DATE FILED	
PLAINTIFF		DEFENDANT
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OR WORK
1		
2		
3		
4		
5		

In the above-entitled case, the following copyright(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OF WORK	
1			
2			
3			

In the above-entitled case, a final decision was rendered on the date entered below. A copy of the order or judgment together with the written opinion, if any, of the court is attached.

COPY ATTACHED <input type="checkbox"/> Order <input type="checkbox"/> Judgment	WRITTEN OPINION ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE RENDERED
CLERK	(BY) DEPUTY CLERK	DATE

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5) Case File Copy

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CONDITIONS CAREFULLY BEFORE ACCEPTING**

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B. The Licensed System is protected by applicable federal, state, local and foreign laws, rules, regulations and treaties, including, without limitation, United States and foreign copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

NOW, THEREFORE, in exchange for the mutual promises set forth in this EULA, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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2. **Term and Termination**

a. **Term.** This EULA shall remain in effect unless the EULA is earlier terminated as permitted under this EULA (the "Term").

b. **Termination.** Without prejudice to any other rights, HP Tuners LLC may terminate this EULA, in whole or in part immediately if Licensee fails to comply with the any of the terms and conditions of this EULA. Without limiting the generality of the foregoing, Licensee agrees that HP Tuners LLC has the right to terminate this EULA and Licensee's right to access and use the Licensed System immediately if HP Tuners LLC suspects, in its sole discretion, that Licensee's use of the Licensed System or the Licensed System that Licensee is using violates the intellectual property or proprietary rights of HP Tuners LLC or any third party. Upon such termination, Licensee must immediately cease use of the Licensed System and provide all copies of the Licensed System to HP Tuners LLC.

c. **Effect of Termination.** In the event of any termination of this EULA, the license granted hereunder shall terminate and Licensee shall immediately cease accessing and using the Licensed System. In such event, Licensee shall return to HP Tuners LLC, or destroy, all copies of the Licensed System (and all of its component parts). Termination of this EULA shall be without prejudice to any other right or remedy to which HP Tuners LLC may be entitled under this EULA or applicable law. Termination of this EULA shall not relieve Licensee from its obligations arising hereunder before termination of this EULA or which survive termination of this EULA.

3. **Limitations and Obligations**

a. **Restrictions on Use.** Licensee shall not:

- (i) make the Licensed System or accompanying materials available to, or use the Licensed System for the benefit of, anyone other than Licensee except expressly permitted in this EULA;
- (ii) market, sell, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of the Licensed System, except as expressly permitted in this EULA, without the expressed written consent of HP Tuners LLC;
- (iii) reverse engineer, decompile, or disassemble the Licensed System, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- (iv) interfere with or disrupt the integrity or performance of the Licensed System;
- (v) copy the Licensed System or any part, feature, function thereof;
- (vi) export or use the Licensed System in violation of U.S. law, including Department of Commerce export administration regulations;
- (vii) remove any copyright and other proprietary notices contained in the Licensed System;
- (viii) use the Licensed System in a manner which infringes or violates any of the intellectual property, proprietary, or other rights of HP Tuners LLC or any third party;
- (ix) distribute or transfer the installer of the Licensed System, any files installed by the installer of the Licensed System, or any files contained within the installer of the Licensed System; or
- (x) access and use the Licensed System in any manner that is inconsistent with the terms of this EULA.

b. **Additional Obligations.**

- (i) Licensee shall comply in full with all federal, state, local and foreign laws, rules and regulations in connection with its access to, and use of, the Licensed System.
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4. **Notice of Defects; Exclusive Remedy.** Licensee agrees to accept delivery of the Licensed System upon opening the packaging or downloading or otherwise accessing the Licensed System unless it does not conform to the description herein or is materially defective. Claims for rejected material on account of errors, shortages, or defective material in order to be considered by HP Tuners LLC, must be made in writing by Licensee to HP Tuners LLC within five (5) days after delivery of Licensed System. All Licensed Systems delivered shall be conclusively deemed accepted and conforming unless rejection is made or notice of nonconformity is given in writing within such five (5) day period. If Licensed System appears defective, Licensee shall discontinue its use and notify HP Tuners LLC promptly so that HP Tuners LLC may investigate. As HP Tuners LLC's sole liability and Licensee's sole remedy and subject to Section 6 below, to the exclusion of all other remedies in contract, tort, or otherwise, for any failure or defect of the Licensed System, HP Tuners LLC will use commercially reasonable efforts to repair or replace any defective or malfunctioning Licensed System at no charge or if HP Tuners LLC, in its sole discretion, deems repair or replacement of the Licensed System to be commercially unreasonable, HP Tuners LLC may terminate this EULA.

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13. **Applicable Law.** This EULA is governed, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of laws. Jurisdiction and venue for all actions arising under this EULA shall be in the federal and state courts located in the State of Illinois. No action, regardless of form, arising out of this EULA or the Licensed System may be brought by Licensee more than one year after the cause of action has arisen. **The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this EULA.**

14. **Entire Agreement.** This EULA is the entire agreement between a Licensee and HP Tuners LLC relating to the subject matter of this EULA and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this EULA. No provisions in any purchase order, or in any other business forms employed by either party, will supersede the terms and conditions of this EULA.

15. **Notices.** Any notice regarding this EULA to be given to HP Tuners LLC shall be in writing and may be given by delivering the same to HP Tuners LLC, Attn: General Counsel, 701 Dartmouth Lane, Buffalo Grove, IL 60089.

16. **Confidentiality.** Licensee acknowledges that Licensee or a Licensee Affiliated Party may receive or become aware of confidential information and trade secrets of HP Tuners LLC ("Confidential Information"). Licensee agrees to maintain and protect, and cause all Licensee Affiliated Parties to maintain and protect, the confidentiality of all Confidential Information of which it becomes aware (whether or not identified or marked as confidential at the time of its disclosure) and not disclose any Confidential Information, except as required by law (for example, under a court order or subpoena), to any person, firm, or entity other than the Licensee Affiliated Parties who have a need to know such Confidential Information for purposes of the license granted to Licensee hereunder, and Licensee shall preserve and protect, and cause all Licensee Affiliated Parties to preserve and protect, the confidentiality of all Confidential Information of which it becomes aware using the same degree of care that it uses to protect its own trade secrets, but never less than reasonable care. Further, Licensee shall not use or disclose, and shall cause all Licensee Affiliated Parties not to use or disclose, any Confidential Information for any purpose not permitted by this EULA. Licensee agrees to formulate and adopt appropriate safeguards in light of its own operating activities to ensure protection of the confidentiality of all Confidential Information of which it becomes aware. The restrictions on disclosure set forth above shall not apply when, and to the extent that, Confidential Information: (a) is part of the public domain through no action or failure to act by Licensee; (b) is made available to the general public by HP Tuners LLC or a third party who is lawfully in possession of such information, not as a result of any action or failure to act on the part of Licensee; (c) was previously known to Licensee free of any obligation to keep it confidential; (d) is subsequently disclosed to Licensee free of any obligation to keep it confidential; or (e) is independently developed by Licensee or a third party other than in breach of this EULA. In addition, Licensee will not be

considered to have breached its obligations under this EULA to the extent Confidential Information is required to be disclosed by court order or order of a governmental authority or by applicable law, provided Licensee, unless prohibited by law, advises HP Tuners LLC in writing at least thirty (30) days prior to making such disclosure so that HP Tuners LLC may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. Violations of this Section are likely to cause irreparable harm and therefore HP Tuners LLC may seek immediate injunctive relief without the need of posting bond in the event of a violation of this Section.

17. **U.S. Government Restricted Rights.** The Licensed System (and associated documentation) is a “commercial” item provided with restricted rights. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this EULA and at DFARS 227.7202-1(a) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), DFARS 252.227-7015 (Technical Data –Commercial Items), FAR 12.211 (Technical Data), FAR 12.212 (Software), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable and as may be amended. If a government agency has a need for rights not conveyed under these terms, it must negotiate with HP Tuners LLC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement. Manufacturer is HP Tuners LLC, 701 Dartmouth Ln., Buffalo Grove, IL 60089.

18. **Force Majeure.** HP Tuners LLC shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of HP Tuners LLC. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, Internet or telecommunications failures, earthquakes, or other disasters.

19. **Compliance with License and Laws.** Licensee shall comply with, and all cause all Licensee Affiliated Parties to comply with, all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to Licensee under this EULA. In the event that any part of this EULA is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this license shall remain in full force and effect and shall be enforced to fullest extent permitted by law.

20. **Survival.** Sections 2c, and 4-22 shall survive the termination or expiration of the EULA for any reason.

21. **Headings.** The titles and headings of the various sections and paragraphs in this EULA are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this EULA. The opening two paragraphs and the Recitals to this EULA are incorporated herein.

22. **Waiver/Assignment.** A waiver of any provision of this EULA shall only be effective if in a writing signed by the party against which the waiver is claimed. This EULA may not be assigned by Licensee without the prior written consent of HP Tuners LLC. This EULA may be assigned by HP Tuners LLC, by operation of law or otherwise, without the consent or approval of Licensee or any other person, firm or entity.

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**UNITED STATES DISTRICT COURT
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 6.3.1
Eastern Division**

HP Tuners, LLC

Plaintiff,

v.

Case No.: 1:18-cv-04670

Honorable Steven C. Seeger

John Doe, et al.

Defendant.

NOTIFICATION OF DOCKET ENTRY

This docket entry was made by the Clerk on Tuesday, November 5, 2019:

MINUTE entry before the Honorable Steven C. Seeger: Pursuant to the notice of voluntary dismissal (Dckt. No. [89]), this case is dismissed with prejudice. Civil case terminated. Mailed notice. (jjr,)

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

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By: s/ BROOK GUDAUSKY
DEPUTY CLERK
U.S. DISTRICT COURT, NORTHERN
DISTRICT OF ILLINOIS
November 6, 2019

